

1 LAWRENCE S. GORDON (SBN 302330)
(LGordon@FeldmanGale.com)

2 TODD M. MALYNN (SBN 181595)
Email: tmalynn@feldmangale.com

3 **FELDMAN GALE, P.A.**
303 Twin Dolphin Drive, Suite 600
4 Redwood City, CA 94065
Telephone: (800).489-9814
5 Facsimile: (800).868-0386

6 JAMES A. GALE (Fla. Bar No. 371726)
(JGale@FeldmanGale.com)

7 ASHLEY G. KESSLER (N.Y. Bar No. 4834339)
(AKessler@FeldmanGale.com)

8 **FELDMAN GALE, P.A.**
One Biscayne Tower, 30th Floor
9 2 South Biscayne Boulevard
Miami, FL 33131
10 Telephone: 305-358-5001
Facsimile: 305-358-3309

11
12 *Attorneys for Plaintiff Ripple Labs, Inc.*

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

15 RIPPLE LABS, INC.,
16 A CALIFORNIA CORPORATION,

17 Plaintiff,

18 vs.

19 KEFI LABS, LLC, A WASHINGTON
LIMITED LIABILITY CORPORATION;
20 PAUL STAVROPOULOS, AN
INDIVIDUAL; DEAN
21 STAVROPOULOS, AN INDIVIDUAL;
AND BRANDON ONG, AN
22 INDIVIDUAL

23 Defendants

CASE NO.: 3:15-cv-04565 MEJ

CONSENT FINAL ORDER

25 THIS CAUSE came before the Court on the Parties' Joint Motion for Entry of
26 a Consent Final Order. The Court, having reviewed the Complaint, the Joint Motion
27 and all other papers and proceedings in this action, and upon the agreement, consent
28

1 and stipulation of the Plaintiff, Ripple Labs, Inc. (“Ripple”), and Defendants, Kefi
 2 Labs, LLC (“Kefi Labs”), Paul Stavropoulos (“Paul S.”), Dean Stavropoulos (“Dean
 3 S.”) and Brandon Ong (“B. Ong”)(collectively, Kefi Labs, Paul S., Dean S. and B.
 4 Ong may be referred to as “Defendants”), to resolve this controversy under the
 5 terms of the Consent Final Order, and being otherwise fully advised in the premises,
 6 the Court hereby makes the following stipulated findings:

7 A. This Court has jurisdiction over the parties and subject matter of this
 8 action, and venue is proper in this District. The Court shall retain jurisdiction for
 9 the purpose of enforcing the terms of this Consent Final Order.

10 B. Ripple is the exclusive owner of all rights, title and interest in the
 11 following U.S. Trademark Registrations:

- 12 a. No. 4,532,727 for the word mark RIPPLE in international class 38;
- 13 b. No. 4,532,726 for the word mark RIPPLE in international class 9;
- 14 c. No. 4,528,772 for the word mark RIPPLE in international class 36;
- 15 d. No. 4,532,724 for the design mark RIPPLE in international class 38;
- 16 e. No. 4,528,771 for the design mark RIPPLE in international class 36;
- 17 f. No. 4,532,723 for the design mark RIPPLE in international class 9;
- 18 g. No. 4,453,543 for the word mark RIPPLE in international class 36;
- 19 h. No. 4,744,899 for the word mark RIPPLE TRADE in international
 class 38;
- 20 i. No. 4,744,898 for the word mark RIPPLE TRADE in international
 class 36;
- 21 j. No. 4,453,376 for the word mark RIPPLE COMMUNICATIONS in
 international class 36; and
- 22 k. No. 4,390,999 for the word mark RIPPLE COMMUNICATIONS in
 international class 038.

23 Ripple is also the exclusive owner of any and all common law rights and goodwill
 24 associated with these trademarks (collectively, the “RIPPLE Trademarks”).

25 C. By virtue of Ripple’s continuous and extensive use and promotion of
 26 its computer software and services under the RIPPLE Trademarks, the RIPPLE
 27 Trademarks have acquired substantial goodwill.
 28

1 D. Long before the Defendants' unauthorized and confusingly similar use
2 of Ripple's RIPPLE Trademarks, the RIPPLE Trademarks had become widely
3 recognized among the consuming public of the United States.

4 E. Kefi Labs commenced use of the mark RIPPLE in connection with a
5 social media-related application and service (the "Infringing Mark").

6 F. Paul S. registered the Internet domain name GETRIPPLE.IO, which
7 incorporates the Infringing Mark, and subsequently used that domain name in
8 connection with the Kefi Lab's application and service (the "Infringing Website").

9 G. Kefi Labs also applied to the U.S. Patent and Trademark Office for a
10 registration for the mark RIPPLE, and the application was assigned Serial No.
11 86/568,807 (the "'807 Application").

12 H. Defendants deny engaging in trademark infringement, but nonetheless
13 desire to resolve this action based on the terms of this Consent Final Order.

14 I. Defendants represent and warrant that they have consulted with and
15 sought the advice of counsel and that they understand the legal meaning and effect
16 hereof, and that each has agreed to be bound by the terms of this Consent Final
17 Order.

18 Accordingly, the Court hereby ORDERS AND ADJUDGES as follows:

19 1. Defendants are hereby PERMANENTLY ENJOINED from using the
20 RIPPLE Trademarks and any other confusingly similar marks. Additionally,
21 Defendants are PERMANENTLY ENJOINED from adopting any trademarks that
22 are confusingly similar to any of Ripple Labs' trademarks. Defendants shall have
23 until December 23, 2015 in which to phase out all use of the RIPPLE Trademarks,
24 including without limitation, on all social media sites (e.g., Facebook, LinkedIn,
25 Instagram, Twitter, etc.), in all software and applications (including without
26 limitation mobile apps), and in any existing advertising and promotional materials.
27 Defendants shall not commence any new advertising or promotional campaigns
28 using the RIPPLE Trademarks or any confusingly similar marks.

1 2. On or before December 23, 2015, Paul S. shall cause to be transferred
2 to Ripple Labs the Internet domain name GETRIPPLE.IO and any other registered
3 domain names incorporating any of the RIPPLE Trademarks. Defendants shall not
4 register any other Internet domain names incorporating any of the RIPPLE
5 Trademarks or otherwise confusingly similar to the RIPPLE Trademarks.

6 3. Within ten (10) days of the entry of this Consent Final Order, Kefi Labs
7 shall expressly abandon the '807 Application by filing the appropriate papers with
8 the U.S. Patent and Trademark Office.

9 4. The parties shall each bear their own respective costs, expenses and
10 attorneys' fees incurred in this action. The prevailing party in any action to enforce
11 this Consent Final Order shall be entitled to recover its reasonable attorney's fees,
12 costs and expenses from the non-prevailing party.

13 5. Pursuant to Fed.R.Civ.P. 65, this Consent Final Order shall be binding
14 upon and inure to the benefit of the parties hereto and their respective parents,
15 subsidiaries, affiliates, predecessors, successors and assigns, and their officers,
16 directors, shareholders, servants, employees, attorneys and agents, and/or any
17 committee or other arrangement of creditors organized with them who receive actual
18 notice of this Consent Order by personal service or otherwise.

19 6. This Consent Final Order shall be deemed to have been served on each
20 of the parties at the time of its execution and entry by the Court.

21 7. The Court shall retain jurisdiction of this action to enforce the terms of
22 this Consent Final Order.

23 8. The parties have agreed to unconditionally waive any and all rights of
24 appeal which they may have in connection with the entry of this Consent Final
25 Order.

1 DONE AND ORDERED at San Francisco, California, this 9th day of
2 December, 2015.



3
4
5 The Honorable Maria-Elena James
6 United States District Judge

7 Copies furnished to:
8 All counsel of record
9 Defendants

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28